

EXHIBIT A



Demand for Arbitration Form

Instructions for Submittal of Arbitration to JAMS

INSTRUCTIONS

Please submit this form to your local JAMS Resolution Center. Once the below items are received, a JAMS professional will contact all parties to commence and coordinate the arbitration process, including the appointment of an arbitrator and scheduling a hearing date.

☎ 1-800-352-JAMS

🌐 www.jamsadr.com

If you wish to proceed with an arbitration by executing and serving a Demand for Arbitration on the appropriate party, please submit the following items to JAMS with the requested number of copies:

A. Demand for Arbitration (2 copies)

B. Proof of service of the Demand on the appropriate party (2 copies)

C. Entire contract containing the arbitration clause (2 copies)

- To the extent there are any court orders or stipulations relevant to this arbitration demand, e.g. an order compelling arbitration, please also include two copies.

D. Administrative Fees

- For two-party matters, the Filing Fee is \$1,500. For matters involving three or more parties, the filing fee is \$2,000. The entire Filing Fee must be paid in full to expedite the commencement of the proceedings. Thereafter, a Case Management Fee of 12% will be assessed against all Professional Fees, including time spent for hearings, pre- and post-hearing reading and research and award preparation. JAMS also charges a \$1,500 filing fee for counterclaims. For matters involving consumers, the consumer is only required to pay \$250. See JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses. For matters based on a clause or agreement that is required as a condition of employment, the employee is only required to pay \$400. See JAMS Policy on Employment Arbitrations, Minimum Standards of Fairness.
- A refund of \$600 will be issued if the matter is withdrawn within five days of filing. After five days, the filing fee is non-refundable.

Once completed, please submit to your local JAMS Resolution Center.

Resolution Center locations can be found on the JAMS website at: <http://www.jamsadr.com/locations/>



Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

TO RESPONDENT (PARTY ON WHOM DEMAND FOR ARBITRATION IS MADE)

Add more respondents on page 6.

RESPONDENT NAME	Jacob Schonberg		
ADDRESS	4 Nachal Zavitan Street		
CITY	Ramat Beit Shemesh	STATE	Israel
		ZIP	
PHONE	FAX	EMAIL	jschonberg@neto.net.il

RESPONDENT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

REPRESENTATIVE/ATTORNEY			
FIRM/COMPANY			
ADDRESS			
CITY		STATE	
		ZIP	
PHONE	FAX	EMAIL	

FROM CLAIMANT

Add more claimants on page 7.

CLAIMANT NAME	Wilson Sonsini Goodrich & Rosati, P.C.		
ADDRESS	1301 Avenue of the Americas, 40th Floor		
CITY	New York	STATE	New York
		ZIP	10019-6022
PHONE	FAX	EMAIL	

CLAIMANT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

REPRESENTATIVE/ATTORNEY	David C. Berg, Esq.		
FIRM/COMPANY	Law Offices of David C. Berg		
ADDRESS	425 Madison Avenue, 19th Floor		
CITY	New York	STATE	New York
		ZIP	10017
PHONE	212) 829-0400	FAX	
		EMAIL	davidberg@dberglaw.com



Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

MEDIATION IN ADVANCE OF THE ARBITRATION

☐ If mediation in advance of the arbitration is desired, please check here and a JAMS Case Manager will assist the parties in coordinating a mediation session.

NATURE OF DISPUTE / CLAIMS & RELIEF SOUGHT BY CLAIMANT

CLAIMANT HEREBY DEMANDS THAT YOU SUBMIT THE FOLLOWING DISPUTE TO FINAL AND BINDING ARBITRATION. A MORE DETAILED STATEMENT OF CLAIMS MAY BE ATTACHED IF NEEDED.

Claimant is a law firm that was retained by Respondents to perform legal services in connection with a commercial litigation pertaining to Respondents' dispute with YachezIcel Strulovich and his companies concerning investments made by Respondents in connection therewith (the "Strulovich Dispute"). On or about May 2, 2018, the parties entered into a written engagement agreement ("Engagement Agreement") confirming the terms and conditions of the Respondents' engagement of Claimant in connection with its representation of the Respondents regarding the Strulovich Dispute. In the Engagement Agreement, Respondents expressly agreed "to be jointly and severally responsible" to pay Claimant for all "legal fees, costs, expenses and charges incurred by [Claimant] in connection with" Claimant's performance of legal services on Respondents' behalves relating to the Strulovich Dispute. Claimant's hourly fees for the performance of such legal services were expressly set forth in the Engagement Agreement and agreed to by Respondents therein. Respondents paid Claimant an initial retainer deposit totaling \$99,940 (the "Initial Retainer Deposit"), the total amount of which Claimant, in accordance with the Engagement Agreement, applied in partial satisfaction of invoices it issued to Respondents for legal services rendered by Claimant on Respondents' behalves in connection with the Strulovich Dispute. Notwithstanding, Claimant has additional, substantial invoice balances due and owing to it from Respondents, for legal services Claimant performed on Respondents' behalves in connection with the Strulovich Dispute, concerning which invoices Respondents have failed and refused to assert any objections and concerning which Respondents have failed to render any payments, other than the Initial Retainer Deposit. Specifically: (a) on June 22, 2018, Claimant issued to Respondents Invoice No. 1952618 in the amount of \$162,110.50, (b) on July 31, 2018 Claimant issued to Respondents Invoice No. 1962455 in the amount of \$265,304.16, and (c) on August 27, 2018 Claimant issued to Respondents Invoice No. 1972929 in the amount of \$155,370.74; each invoice was for legal services rendered and expenses incurred by Claimant in connection with the Strulovich Dispute on the Respondents' behalves (hereinafter collectively referred to as the "Outstanding Invoices"). In the Engagement Agreement, Respondents expressly agreed that "all monthly invoices shall be paid in full within 30 days of receipt." Yet, at no time have Respondents, in any manner, disputed or objected to the Outstanding Invoices, nor have they made any payments to Claimant in connection with the Outstanding Invoices, other than the Initial Retainer Deposit which, as shown above, has been applied in partial satisfaction thereof, leaving a balance due and owing from Respondents to Claimants of \$482,845.40. Accordingly, Respondents have breached the Engagement Agreement and are liable to Claimant for a total of \$482,845.40 in unpaid legal fees and expenses incurred in connection therewith, with interest thereon from June 2018. In addition to Respondents' liability to Claimant for breach of the Engagement Agreement as shown above, Respondents are also liable to Claimant on an account stated claim resulting from Respondents' receipt and retention of the Outstanding Invoices without having rendered any objections to those invoices and without having made any payments on the outstanding balances of those invoices.

In accordance with the above instructions, upon filing this Demand for Arbitration with JAMS, Claimant reserves the right to file a more detailed Statement of Claim.

AMOUNT IN CONTROVERSY (US DOLLARS)



Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

ARBITRATION AGREEMENT

This demand is made pursuant to the arbitration agreement which the parties made as follows. Please cite location of arbitration provision and attach two copies of entire agreement.

ARBITRATION PROVISION LOCATION

Section 15 of the Engagement Agreement which provides as follows:

"15. Arbitration

We do not anticipate having any disagreement with Client about the quality, cost or appropriateness of our services, but if any concerns about these matters arise please notify us immediately. We would endeavor to resolve any disagreements in a fair and amicable manner. If for some reason we were not able to resolve any dispute ourselves, then WSGR and Clients agree that all disputes or claims between us of any nature whatsoever shall be resolved by binding arbitration before the American Arbitration Association or JAMS in the County of New York. This agreement to arbitrate includes but is not limited to disputes over the quality or appropriateness of our services, the fees and costs of our services and the Clients' obligations to timely pay for our services. The arbitrator shall have power to decide all matters, including arbitrability, but must decide all disputes in accordance with New York law. WSGR and Clients choose arbitration because it is usually less expensive and quicker than litigation and it will allow them to resolve their disputes privately. The arbitrator shall allow limited discovery to enable WSGR and Clients to present their cases, but will be mindful of their mutual desire to avoid the expense of broad discovery typically allowed in civil litigation. Notwithstanding the foregoing either party may first submit fee disputes to the bar association. If the bar association declines to hear a fee dispute, or if either party wishes to reject a decision by the bar association on any fee dispute, then said fee dispute shall also be resolved by arbitration as set forth above."

RESPONSE

The respondent may file a response and counter-claim to the above-stated claim according to the applicable arbitration rules. Send the original response and counter-claim to the claimant at the address stated above with two copies to JAMS.

REQUEST FOR HEARING

REQUESTED LOCATION

New York City at JAMS at 620 Eighth Avenue, New York, New York

ELECTION FOR EXPEDITED PROCEDURES (IF COMPREHENSIVE RULES APPLY)

See: Comprehensive Rule 16.1



By checking the box to the left, Claimant requests that the Expedited Procedures described in JAMS Comprehensive Rules 15.1 and 16.2 be applied in this matter. Respondent shall indicate not later than seven (7) days from the date this Demand is served whether it agrees to the Expedited Procedures.

SUBMISSION INFORMATION

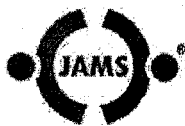
SIGNATURE

DATE

3/12/19

NAME
(PRINT/TYPED)

David C. Berg, Esq., Law Offices of David C. Berg, Claimant's Counsel



Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

Completion of this section is required for all consumer or employment claims.

CONSUMER AND EMPLOYMENT ARBITRATION

Please indicate if this is a CONSUMER ARBITRATION. For purposes of this designation, and whether this case will be administered in California or elsewhere, JAMS is guided by California Rules of Court Ethics Standards for Neutral Arbitrators, Standard 2(d) and (e), as defined below, and the JAMS Consumer and Employment Minimum Standards of Procedural Fairness:

- ☐ YES, this is a CONSUMER ARBITRATION.
- ☒ NO, this is not a CONSUMER ARBITRATION.

"Consumer arbitration" means an arbitration conducted under a pre-dispute arbitration provision contained in a contract that meets the criteria listed in paragraphs (1) through (3) below. "Consumer arbitration" excludes arbitration proceedings conducted under or arising out of public or private sector labor-relations laws, regulations, charter provisions, ordinances, statutes, or agreements.

1. The contract is with a consumer party, as defined in these standards;
2. The contract was drafted by or on behalf of the non-consumer party; and
3. The consumer party was required to accept the arbitration provision in the contract.

"Consumer party" is a party to an arbitration agreement who, in the context of that arbitration agreement, is any of the following:

1. An individual who seeks or acquires, including by lease, any goods or services primarily for personal, family, or household purposes including, but not limited to, financial services, insurance, and other goods and services as defined in section 1761 of the Civil Code;
2. An individual who is an enrollee, a subscriber, or insured in a health-care service plan within the meaning of section 1345 of the Health and Safety Code or health-care insurance plan within the meaning of section 106 of the Insurance Code;
3. An individual with a medical malpractice claim that is subject to the arbitration agreement; or
4. An employee or an applicant for employment in a dispute arising out of or relating to the employee's employment or the applicant's prospective employment that is subject to the arbitration agreement.

In addition, JAMS is guided by its Consumer Minimum Standards and Employment Minimum Standards when determining whether a matter is a consumer matter.

If Respondent disagrees with the assertion of Claimant regarding whether this IS or IS NOT a CONSUMER ARBITRATION, Respondent should communicate this objection in writing to the JAMS Case Manager and Claimant within seven (7) calendar days of service of the Demand for Arbitration.

EMPLOYMENT MATTERS

If this is an EMPLOYMENT matter, Claimant must complete the following information:

Private arbitration companies are required to collect and publish certain information at least quarterly, and make it available to the public in a computer-searchable format. In employment cases, this includes the amount of the employee's annual wage. The employee's name will not appear in the database, but the employer's name will be published. Please check the applicable box below:

- ☐ Less than \$100,000 ☐ \$100,000 to \$250,000 ☐ More than \$250,000 ☐ Decline to State

WAIVER OF ARBITRATION FEES

In certain states (e.g. California), the law provides that consumers (as defined above) with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of the arbitration fees. In those cases, the respondent must pay 100% of the fees. Consumers must submit a declaration under oath stating the consumer's monthly income and the number of persons living in his or her household. Please contact JAMS at 1-800-352-5267 for further information. Note: this requirement is not applicable in all states.



Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

RESPONDENT #2 (PARTY ON WHOM DEMAND FOR ARBITRATION IS MADE)**RESPONDENT
NAME****Benjamin Schonberg****ADDRESS****7 Meromei Sadeh St.****CITY****Modi'in Ilit****STATE****Israel****ZIP****PHONE****FAX****EMAIL****264115@gmail.com****RESPONDENT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)****REPRESENTATIVE/ATTORNEY****FIRM/
COMPANY****ADDRESS****CITY****STATE****ZIP****PHONE****FAX****EMAIL****RESPONDENT #3 (PARTY ON WHOM DEMAND FOR ARBITRATION IS MADE)****RESPONDENT
NAME****Binyomin Halpern (Respondent # 4 set forth on attached rider)****ADDRESS****108 Rabbi Akiva Street****CITY****Bnei Brak****STATE****Israel****ZIP****PHONE****FAX****EMAIL****bmhalpern@gmail.com****RESPONDENT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)****REPRESENTATIVE/ATTORNEY****FIRM/
COMPANY****ADDRESS****CITY****STATE****ZIP****PHONE****FAX****EMAIL**



Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

CLAIMANT #2

**CLAIMANT
NAME**

ADDRESS

CITY

STATE

ZIP

PHONE

FAX

EMAIL

CLAIMANT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

REPRESENTATIVE/ATTORNEY

**FIRM/
COMPANY**

ADDRESS

CITY

STATE

ZIP

PHONE

FAX

EMAIL

CLAIMANT #3

**CLAIMANT
NAME**

ADDRESS

CITY

STATE

ZIP

PHONE

FAX

EMAIL

CLAIMANT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

REPRESENTATIVE/ATTORNEY

**FIRM/
COMPANY**

ADDRESS

CITY

STATE

ZIP

PHONE

FAX

EMAIL

RESPONDENT #4 (PARTY ON WHOM DEMAND FOR ARBITRATION IS MADE)

Raphael Barouch Elkaim
16 Victor Veyulius St, Jerusalem, Israel
Email: 7660821@gmail.com